

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER PSBCPM-3279-N003		PAGE 1 OF 68	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91247-04-B-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CAROL M. GRANT		b. TELEPHONE NUMBER (No Collect Calls) 910-396-4362 X255		6. SOLICITATION ISSUE DATE 13-Nov-2003	
9. ISSUED BY FORT BRAGG DIRECTORATE OF CONTRACTING ATTN: SFCA-SR-BR BUILDING 1-1333 ARMISTEAD & MACOMB ST FORT BRAGG NC 28310-5000  TEL: 910-396-4362 FAX: 910-396-7872		CODE W91247		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 7381 SIZE STANDARD: 10.5 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>  13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> X FB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE SCHEDULE</b>		CODE	
17a. CONTRACTOR/OFFEROR   TEL FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY   CODE		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED		<input type="checkbox"/> ADDENDUM ARE		<input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED		<input type="checkbox"/> ADDENDUM ARE		<input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT-REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.					
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
		42c. DATE REC'D (YYMMDD)		42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-9)  
Prescribed by GSA  
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0000	SCHOOL CROSSING ATTENDANTS FFP CONTRACTOR TO FURNISH ALL LABOR, MATERIALS, SUPPLIES, EQUIPMENT, AND TRANSPORTATION NECESSARY TO PROVIDE SCHOOL CROSSING ATTENDANT SERVICES FOR THE PERIOD OF 1 JANUARY 2004 THROUGH 30 JUNE 2004 (PLUS 4 ONE-YEAR OPTION PERIODS) IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND PROVISIONS CONTAINED HEREIN.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SCHOOL CROSSING ATTENDANTS, BASE PERIOD FFP BASE PERIOD - SCHOOL YEAR 1 JANUARY 2004 THROUGH 30 JUNE 2004 PURCHASE REQUEST NUMBER: PSBCPM-3279-N003	90	Days		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000		180	Days		
OPTION	SCHOOL CROSSING ATTENDANTS FIRST OPTION				
	FFP				
	FIRST OPTION YEAR - SCHOOL YEAR 1 JULY 2004 THROUGH 30 JUNE 2005				
	PURCHASE REQUEST NUMBER: PSBCPM-3279-N003				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000		180	Days		
OPTION	SCHOOL CROSSING ATTENDANTS SECOND OPTION				
	FFP				
	SECOND OPTION YEAR - SCHOOL YEAR 1 JULY 2005 THROUGH 30 JUNE 2006				
	PURCHASE REQUEST NUMBER: PSBCPM-3279-N003				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000		180	Days		
OPTION	SCHOOL CROSSING ATTENDANTS THIRD OPTION				
	FFP				
	THIRD OPTION YEAR - SCHOOL YEAR 1 JULY 2006 THROUGH 30 JUNE 2007				
	PURCHASE REQUEST NUMBER: PSBCPM-3279-N003				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000		180	Days		
OPTION	SCHOOL CROSSING ATTENDANTS FOURTH OPTION				
	FFP				
	FOURTH OPTION YEAR - SCHOOL YEAR 1 JULY 2007 THROUGH 30 JUNE 2008				
	PURCHASE REQUEST NUMBER: PSBCPM-3279-N003				

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NET AMT

FOB: Destination

**NOTE**

**NOTE 1:** Block 17b. If remittance address is different from the address in Block 17a, Standard Form 1449, bidder/offeror shall indicate such address below:

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**NOTE 2:** Option to Extend Services. In accordance with FAR Clause 52.217-0008, Option to Extend Services, the Government may extend the term of the contract by written notice to the contractor at any time prior to expiration of the contract.

**NOTE 3:** The North American Industry Classification (NAICS) Code for this acquisition is **561612** with a size standard of **\$10.5M**

**NOTE 4: Installation Access and Control:** Fort Bragg NC is a closed post with access restrictions. All vehicles and personnel are subject to search and seizure of contraband and/or unauthorized Government property. Contractor vehicles (Contractor-owned and personal), Contractor personnel, and their personal property shall be subject to searches upon entering or leaving the Installation. The search and seizure provisions of AR 190-22 shall apply to Contractor personnel entering or leaving Fort Bragg. The Contractor should be aware that force protection awareness requirements and installation closure exercises are increasing and installation access is restrictive.

**NOTE 5: For Fort Bragg, North Carolina** Registration for Contractor-Owned and Contractor Employee-Owned Vehicles: The contractor shall comply with the requirements of the Installation Provost Marshal's Office (PMO) regarding registration of contractor-owned and contractor employee-owned vehicles. Prior to commencement of performance, the contractor shall provide the PMO with names of all employees who will be driving a privately owned vehicle onto the Installation and shall require all contractor employees to register all privately-owned vehicles (POVs) with the PMO. The contractor shall also register all contractor-owned vehicles with the PMO. The contractor and his/her employees shall comply with all renewal of registration requirements for these vehicles. The contractor will provide PMO with updates of any new employees who will be driving privately owned or contractor-owned vehicles. The contractor, upon completion of the contract or termination of an individual's employment shall remove vehicle registration decals from the vehicle and remnants of the decal shall be turned into the Provost Marshal's Office. Registration and cancellation shall be accomplished at the Installation Provost Office, Building 8-1078, Randolph Street, Fort Bragg, North Carolina, between the hours of 7:30 a.m. and 11:30 a.m. or 12:30 p.m. and 4:30 p.m., Monday through Friday, excluding Government holidays.

**NOTE 6: Reference DFAR 252.204-7001** Commercial and Government Entity (CAGE) Reporting. The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address.

**NOTE 7: Reference FAR Provision 52.212-1** Instructions to Offeror – Commercial Items, paragraph © Period of Acceptance of Offers: 30 calendar days is changed to 60 calendar days.

**NOTE 8: Reference DFAR 252.204-7004** Required Central Contractor Registration, paragraph (b)(1). By submission of an offer, the offeror acknowledges the requirement that a prospective awardee(s) must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation. Paragraph (b)(c) Lack of registration in the CCR database will make an offeror ineligible for award. To register with CCR call 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

**NOTE 9:** Bidders are cautioned that the certification(s) contained herein require more than one response.

**NOTE 10:** The Government will use a Quality Assurance Surveillance Plan (QASP) and the checklist to monitor contractor performance. (See Attachments A1 and A2)

**NOTE 7:** List of Technical Exhibits and Attachments. **THESE DOCUMENTS MUST BE DOWN LOADED VIA THE INTERNET AT [www.bragg.army.mil/www-doc/Contractors/SOLICIT.HTM](http://www.bragg.army.mil/www-doc/Contractors/SOLICIT.HTM).**

<b>1. List of Technical Exhibits</b>	<b>No of Pages</b>
TE 1 List of School Crossing Attendants Locations	2
TE 2 Proposed Fort Bragg and Pope AFB Schools Calendar and Operating Schedule for 2004	1
TE 3 Wage Determination 1994-2393	11
TE 4 Map of Fort Bragg	1
TE 5 Contract Data Requirements	3

<b>2. List of Attachment</b>	<b>No of Pages</b>
A1 Quality Assurance Surveillance Plan (QASP)	3
A2 Quality Assurance Surveillance Checklist	1

## SOW

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 GENERAL

C.1.1 SCOPE OF WORK. The Contractor shall furnish all labor, materials, supplies, equipment, and transportation necessary to perform School Crosswalk Attendant (SCA) services in strict compliance with all terms, conditions, and provisions contained herein.

#### C.1.2 BACKGROUND INFORMATION.

C.1.2.1 The Fort Bragg School System consists of eight schools, seven schools located on Fort Bragg and one elementary school located on Pope Air Force Base.

C.1.2.2 During the period of this contract, selected schools may be closed for renovation and reopened upon completion of the work. During the renovation, adjustments may be necessary in the positioning of SCAs and/or School Crossing Points (SCPs). Such adjustments in positioning of SCAs/SCPs shall be made at no additional cost to the Government.

C.1.2.3 SCAs' duties are performed out of doors, and attendants shall be required to perform assigned duties in all weather conditions. SCAs will remain at their respective crossing locations throughout the required work duty hours. SCAs are to remain alert to all children and traffic in the visible vicinity of the assigned crosswalk.

C.1.2.4 Work performed by SCAs requires prolonged standing.

C.1.2.5 The Provost Marshal Office is responsible for law enforcement activities on Fort Bragg, and Military Police assistance can be obtained at the Provost Marshal Office (currently located in Building AT-3275 on Butner Road), telephone: 396-0391, or emergency 911.

C.1.3 PERSONNEL. The Contractor shall:

C.1.3.1 Perform in accordance with all applicable federal, state, and local laws, and the requirements of this contract.

C.1.3.2 Furnish trained personnel, 18 years of age or older, to accomplish the duties of SCAs at SCPs as specified in Technical Exhibit 1, in the morning and afternoon of each school day, as specified in Technical Exhibit 2. Contractor shall furnish one (1) SCA for each manned SCP designated in Technical Exhibit 1. The Government reserves the right to change the location of any SCP at any time during the school year, provided a two calendar day notice is given to the Contractor. Change of location of any SCP shall be accomplished at no additional cost to the Government.

C.1.3.3 Provide, in writing, the name of a Project Manager and alternate(s), and a means of contacting the individual(s), (e.g., voice pagers, mobile telephones) during normal duty hours (see C.1.3.3.1) or in case of emergencies. This list shall be provided to the Contracting Officer or his authorized representative prior to contract start date and revised as changes occur. All SCAs shall report for duty at the times specified in Technical Exhibit 2, and shall remain on duty until their specified dismissal time (see C.2.8). In the event one or more SCAs are not physically positioned at their crossing location(s) at the specified reporting time, and/or need to be released prior to the specified dismissal time, the Project Manager or alternate shall be required to immediately provide coverage at the location(s), in order to ensure continued safety for students who are walking to or from school.

C.1.3.3.1 The Project Manager and/or alternate(s) are to provide coordination with the Contracting Officer and Contracting Officer's Representative (COR), and to supervise and administer contract execution of the Contractor workforce. A Project Manager or alternate shall be available each day at least one hour prior to the first regularly scheduled SCA's arrival time, and remain available until all SCA operations have been completed for the day. The Contractor shall provide a means of communication with message-taking capabilities during non-duty hours.

C.1.3.4 Contractor personnel performing under this contract shall remain employees of the Contractor and not employees of the Government. Such persons shall be under the control and supervision of the Contractor.

C.1.3.5 CONDITION AND APPEARANCE OF CONTRACTOR PERSONNEL. The Contractor shall:

C.1.3.5.1 Ensure fitness for work. The Contractor shall perform a police record check on employees of the Contractor prior to the employees performing work under this contract. A copy of all police record checks must be kept on file by the Contractor and a copy provided to the Contracting Officer. Individuals with a criminal conviction involving driving under the influence of alcohol or drugs within the last 10 years, drug-related incidents, gambling, robbery, burglary, theft, rape, assault, any offense that constitutes a felony under State or Federal law, or a misdemeanor involving moral turpitude, shall not be permitted to perform services under this contract. The Contractor shall not allow any employee to perform services under this contract who is under the influence of alcohol, drugs, or any other incapacitating agents or who possesses any other limiting psychological or physical condition which would render that employee incapable of performing all duties required to ensure the safety and control of students or other duties required by this contract. The removal of an employee or employees will not relieve the Contractor of the responsibility of meeting the terms of this contract.

C.1.3.5.2 Ensure SCAs are equipped as follows. SCAs shall employ a whistle and a hand-held stop paddle. The stop paddle shall meet the requirements of the current Manual on Uniform Traffic Control Devices (MUTCD), Section 7E.05, this can be downloaded via the internet at <http://mutcd.fhwa.dot.gov/pdfs/millennium/06.14.01/7ndi.pdf>. The Contractor shall ensure that all SCAs wear an orange reflective vest or, in the event of inclement weather, a yellow raincoat and rain hat, both of which must be approved by the Contracting Officer or his authorized representative, and shall be worn as an outer garment while the SCA is on duty. SCAs shall display the hand-held stop paddle upon

entering the crosswalk. This hand-held stop paddle will be visible so that approaching traffic will be aware of pedestrians crossing the street. Personnel shall wear civilian attire that is appropriate for weather conditions, and of a conservative fashion. Loose fitting long pants or knee length shorts may be worn with a blouse. Tank tops, halter tops, or tight fitting garments shall not be worn. Personnel shall have a neat appearance. Each SCA shall have a communications device capable of contacting and communicating with 911.

C.1.3.5.3 The Contractor shall not permit any Contractor employee(s) on Fort Bragg when his/her presence will be detrimental to the security of Fort Bragg. The Government reserves the right to require the Contractor to remove any employee(s) for misconduct, for security reasons, or for otherwise endangering the physical security of persons or property on Fort Bragg. Removal of such employees for such causes does not relieve the Contractor of the requirement to provide sufficient personnel to adequately perform tasks and services required under this PWS or contract.

C.1.3.5.4 SCAs shall not use any language that could be construed as obscene, sexual, racial, connotative, or profane.

C.1.3.6 TRAINING. The Contractor shall be responsible for training all SCAs. The Contractor shall train all personnel to perform as SCAs. Training shall include, but need not be limited to, approved methods of traffic control, Fort Bragg safety procedures, applicable post regulations, accident reporting procedures, personal conduct on the work site, and procedures to be used in entering the SCP. The Contractor shall be responsible for ensuring that all SCAs receive adequate training in directing, controlling, or regulating traffic, before performing duties. Training shall adhere to any requirements in Chapter 7E of the MUTCD. The Contractor shall maintain records of training provided to all personnel, for the length of the contract.

#### C.1.4 CONTINGENCIES.

C.1.4.1 Should the Fort Bragg School System decide to delay opening times or dismiss students earlier or later than indicated in C.1.6, the Contractor will be notified by the Contracting Officer or his authorized representative at least one hour before the Contractor is scheduled to perform or one hour before the regularly scheduled crossing period, whichever is earlier, to ensure that SCAs will be at SCPs to assist children to cross the SCPs. The Contractor must furnish a phone number at which he can be reached immediately. Examples:

Morning: If the regular schedule calls for an SCA to be at his/her designated crossing point no later than 0710 hours, and the opening of school is to be delayed, the Contractor will be notified no later than 0610 hours that a delay in opening has been scheduled.

Afternoon: If the regular schedule calls for an SCA to be at his/her designated crossing point no later than 1430 hours, and school is to be dismissed two hours early, the Contractor will be notified no later than 1130 hours that an early dismissal is scheduled.

C.1.4.2 The Contractor will be given two school days' notice of the Fort Bragg School System's intention to make up a school day lost due to an emergency and/or inclement weather on a nonscheduled school day to ensure that SCAs will be at SCPs to assist children to cross at the SCPs. Duties for such a day shall be performed at no additional cost to the Government.

#### C.1.5 QUALITY CONTROL.

C.1.5.1 CONTRACTOR QUALITY CONTROL. The Contractor shall establish and maintain a complete Quality Control Program acceptable to the Government, and shall ensure that the requirements of this contract are satisfied. A copy of the Contractor's Quality Control Program shall be provided to the Contracting Officer or his authorized representative within ten (10) days of award of contract, and an updated copy shall be provided as changes occur. The program shall include an inspection system specifying how the Contractor shall ensure that the services contracted for are provided, including areas to be inspected, scheduled basis for performing inspections, and names and titles of the individuals who will be performing the inspections.



C.1.5.1.1 The Quality Control Program shall be implemented on contract start date.

C.1.5.1.2 The Contractor shall submit all documentation pertaining to the contractor's Quality Control Program to the Contracting Officer for approval within ten (10) days of award of contract.

C.1.5.2 GOVERNMENT QUALITY ASSURANCE. The Government will monitor the Contractor's performance under this contract using customer comments and any other reasonable and appropriate means necessary.

C.1.6 OPERATING HOURS. The Contractor shall perform the duties of an SCA at locations indicated at Technical Exhibit 1 in accordance with the operating schedule indicated at Technical Exhibit 2. Technical Exhibit 2 may be revised, and will be presented to the Contractor at time of contract award and 30 calendar days prior to the start of each subsequent school year.

C.1.6.1 The points designated in Technical Exhibit 1 as being manned shall be manned with an SCA. Those designated as requiring a Stop Sign or a Yield Sign may be manned or unmanned, at the option of the Contractor.

If unmanned, the Contractor shall mark them with standalone signs of a design acceptable to the Government. The signs shall be designed in such a way as to indicate a location for pedestrian crossing, and shall have a picture of a stop sign (including the word "Stop") or a picture of a yield sign (including the word "Yield"), applicable, for the location. The signs must be designed and/or weighted to keep them from blowing over. One such sign shall be placed on each of the two sides of each crosswalk or crossing area. Each sign shall be set in place and removed twice each school day, in accordance with the same schedule as if the point were manned. If used, this equipment shall be provided, maintained, and as necessary replaced by the Contractor.

The Government shall not be responsible for any pedestrian, vehicular, weather, or other damage to or loss of any sign. If electing to use signs for any of the applicable SCPs, the Contractor may at any time, on any given day, use manning instead of signs for those SCPs.

C.1.7 LOST AND FOUND. All articles found by Contractor personnel to which a reasonably prudent person would assign monetary, personal, and/or other value (including possible contraband items) shall be turned in to the Fort Bragg Provost Marshal Office (currently located in Building AT-3275) on the day of discovery. The Contractor shall obtain receipts for articles turned in to the Provost Marshal Office.

C.1.8 OPERATING PROCEDURES.

C.1.8.1 CONTRACT SAFETY PLAN. The Contractor shall establish and execute a Contract Safety Plan acceptable to the Government. The Contractor shall be responsible for organizing, planning, coordinating, and controlling the implementation of safety and emergency procedures. The safety and emergency standard operating procedures shall define responsibilities and procedures to be followed by the Contractor's personnel. A copy of the Contract Safety Plan shall be provided to the Contracting Officer or his authorized representative within ten (10) days of award of contract, and an updated copy shall be provided as changes occur.

C.1.8.2 The Contractor shall describe motor vehicles that fail to stop prior to reaching the SCP or endanger the physical safety of the SCA and/or children while the SCA is performing under the contract. The safety of the children is the primary responsibility of the SCA. Descriptions are to include the following, listed in order of importance: license plate number, state of license plate, color of vehicle, make, model, number of doors, and any other identifying markings. Motor vehicle descriptions shall be reported to the Provost Marshal Office not later than immediately following the crossing period on which the incident occurred.

C.1.8.3 ACCIDENT/INJURY REPORTING.

C.1.8.3.1 Upon the occurrence of an accident or injury to a child at an SCP, the SCA shall immediately call 911 to notify the Military Police and emergency medical personnel. The SCA shall remain with the injured child until the

Military Police or emergency medical personnel arrive at the scene of the accident or injury. In addition, upon the occurrence of an accident or injury to a child, the SCA shall immediately communicate with all children at his/her designated point to remain calm and in place until the emergency medical personnel have arrived and taken his/her place with the injured child. He/she should then proceed to have the students cross safely and continue their walk to or from school. The SCA may have to render a statement and/or testify in court.

C.1.8.3.2 Upon the occurrence of a job-related injury to a Contractor employee, the Contractor shall prepare Record of Injury Form, DA Form 1051, in duplicate, and forward the original through the Contracting Officer to be received by the Installation Safety Officer within 24 hours. If an injured employee is incapacitated and unable to report for work on the next regularly assigned shift, the Contractor shall prepare Report of Accident, DA Form 285, in triplicate, and forward the original and two copies through the Contracting Officer so as to reach the Installation Safety Officer within seven (7) working days after the accident occurs. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the Installation Safety Director through the Contracting Officer. If any claims are made by a third party against the Contractor as a result of any accident which occurs in connection with the Contractor's performance, the Contractor shall submit, within 24 hours of the initiation of the claim, a full report, in triplicate, to the Contracting Officer.

C.1.8.4 Damage Report. In instances where Government property and/or equipment is damaged by Contractor's employees, the Contractor shall submit, in writing, the circumstances and extent of damages to the Contracting Officer or his authorized representative within 24 hours of occurrence.

C.1.9 CORRESPONDENCE AND SUPPLY FORMS: The Contracting Officer's Representative will supply Government forms to the Contractor when reporting requirement includes the use of such Government forms (e.g., DA Forms).

## C.2 DEFINITIONS.

C.2.1 Contracting Officer. The person executing this contract on behalf of the Government.

C.2.2 Contracting Officer's Representative (COR). An individual designated in writing by the Contracting Officer to perform specific contract administrative functions.

C.2.3 Crossing Period. A designated period of time for which the SCA is to be at the SCP. For example, the period from 0710-0830 is a crossing period; the period from 1430-1530 is a crossing period.

C.2.4 Emergency. Any act of God or any condition for which the Fort Bragg School System has decided to delay the starting time of school, to cancel school for the entire day, or to dismiss children earlier or later than indicated in Technical Exhibit 2.

C.2.5 Equipment. Items utilized in the performance of work.

C.2.6 Government-Furnished Services. Services acquired directly by the Government and made available to the Contractor.

C.2.7 Performance Work Statement (PWS). A document that describes accurately the essential and technical requirements for the contracted services (Section C of the Contract).

C.2.8 Specified Dismissal Time. The time at the end of a designated SCA shift at which the SCA may depart the SCP location. For example, for Morning Hours of 0710-0830, Specified Dismissal Time is 0830.

C.2.9 Project Manager. An individual empowered by the Contractor to conduct business on behalf of the Contractor in support of this contract, and to supervise the Contractor's workforce.

C.2.10 Quality Assurance (QA). Those actions taken by the Government to evaluate services so as to ensure that they will meet the requirements of the contract.

C.2.11 Quality Assurance Surveillance Plan. The guide the COR will use to determine if the Contractor is performing in accordance with this contract.

C.2.12 Quality Control (QC). Those actions taken by the Contractor to evaluate services so as to ensure that the requirements of the contract are met.

C.2.13 School Crossing Point (SCP). Locations on Fort Bragg and/or Pope AFB, indicated at Technical Exhibit 1, where the Contractor is to perform.

C.2.14 School Crosswalk Attendant (SCA). An individual positioned at a designated SCP, bike path, railroad track, or street for the purpose of protecting children walking through the SCP from being involved in a vehicular or train accident.

C.2.15 Standard Operating Procedure. The established or prescribed method to be followed for the performance of designated operations or in designated situations.

### C.3 GOVERNMENT-FURNISHED SERVICES.

C.3.1 Emergency Medical Treatment. Contractor employees experiencing emergency on-the-job injuries or illnesses may use Womack Army Medical Center. Contractor shall be responsible for any charges resulting from treatment received at Womack Army Medical Center.

C.3.2 Military Police. Military Police assistance can be obtained by dialing 396-0391 (emergency 911), from any Military Policeman (MP), or at the Office of the Provost Marshal (currently located in Building AT-3275 on Butner Road).

C.4 CONTRACTOR-FURNISHED ITEMS. The Contractor shall furnish all labor, materials, supplies, equipment, and transportation required for performance of this contract.

C.4.1. As a minimum, the Contractor shall ensure that each SCA is equipped with the following:

<u>Item Number</u>	<u>Nomenclature</u>	<u>Qty</u>
1	Stop paddle	1 ea
2	Whistle (with lanyard)	1 ea
3	Vest, orange reflectorized	1 ea
4	Rain coat, yellow	1 ea
5	Rain hat, yellow	1 ea
6	Communications device capable of contacting and communicating with 911	1 ea

C.4.2 The Government will not be responsible in any way for damage to the Contractor's supplies, materials, equipment, or the personal belongings of Contractor personnel.

### C.5 SPECIFIC TASKS.

C.5.1 The Contractor shall:

C.5.1.1 Have personnel perform as SCAs in accordance with the requirements of this contract. Such performance includes, but is not limited to, the following:

C.5.1.1.1 Ensure that each SCA is outfitted in accordance with C.1.3.5.2 and C.4.1.

C.5.1.1.2 Personally escort all children across the SCP in a controlled group requiring all children on bicycles or skateboards to dismount and walk across the SCP. SCAs will at no time engage in any physical contact while disciplining students unless restraining students to prevent bodily harm to themselves or others.

C.5.1.1.3 Ensure that all traffic is halted before commencing any crossing or allowing any child to cross.

C.5.1.1.4 Instruct children to stand, and ensure that children remain standing, away from the curb while waiting to cross.

C.5.1.1.5 Instruct children to, and ensure that children do, enter intersections which are regulated by a traffic signal, only when the signal is indicating red for the traffic artery to be crossed. If the traffic signal turns to green before crossing is completed, ensure that traffic remains halted until all children in the intersection have completed their crossing.

C.5.1.1.6 When traffic signals are indicating green for traffic arteries to be crossed, instruct children not to enter the intersection, and ensure that children do not enter the intersection.

C.5.1.1.7 Not used.

C.5.1.1.8 Not used.

C.5.1.1.9 Report motor vehicles that endanger children and/or the Contractor in accordance with C.1.8.2. When SCAs report a violator to the MP Desk, a follow-up written statement will be submitted to the Contracting Officer's Representative (COR).

C.5.1.1.10 Report all on-duty accidents, injuries, or deaths in accordance with C.1.8.3.

C.5.1.1.11 Respond to a temporary change in scheduled work hours and/or work days in accordance with C.1.4.

C.5.1.1.12 Not have children accompany them to the work site. Any SCA who fails to comply with this requirement is subject to immediate removal at the request of the Government.

C.5.1.1.13 The Contract Project Manager or alternate shall telephone the MP Desk (396-0391) not later than each specified starting time, both morning and afternoon, on each day service is required, and verify to the Desk that all SCAs and signs are in place. Failure to have one or more SCAs and/or signs in place by the specified starting time shall be grounds for assessing damages against the Contractor but shall not be an allowable reason for nonperformance.

END OF SECTION C

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION (ADR) (DEC 1995) (CIL 96-10)

(a) In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post-award acquisition issues in controversy by mutual agreement of the parties.

(b) Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

(c) The interested parties desiring to submit their disputes for resolution under ADR procedures shall submit a written request to the Director of Contracting of the installation involved in the acquisition. The request shall include requester's name, address, and telephone number, including FAX number, the event or action involved, including a detailed statement of all factual grounds for the dispute, a request for ruling and a request for relief. All requests must be signed by an authorized representative of the interested party.

(End of clause)

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

52.00-4005 INVOICES (MAR 2000)

(a) Invoices:

Invoices shall be submitted at the end of each month in an original and one (1) copy to the following address: Fort Bragg Directorate of Contracting, ATTN: SFCA-SR-BR, Building 1-1333 Armistead & Macomb Streets, Fort Bragg, North Carolina 28310-5000

(b) A proper invoice must be in compliance with FAR Clause 52.212-4, Paragraph (g) Invoice.

(c) Payment will be made by:

DFAS ROME FPV  
Customer Service Telephone Number: 800-553-0527  
325 BROOKS ROAD  
ROME, NY 13441-4527

(End of clause)

#### 52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage

(End of Clause)

#### 52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;

Ability to comply with required schedules;

Past record of integrity;

Past record of performance; and

Ability to meet other qualifications and eligibility requirements to receive an award of a contract.

An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

—

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

—

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount: \_\_\_\_\_ Description: \_\_\_\_\_  
\_\_\_\_\_

—

Financial Reference:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Account Number: \_\_\_\_\_

(End of Clause)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.



(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of provision)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **Bids will be evaluated as to price. Award will be made to the lowest responsive bid from responsible bidder on the total amount (Base and all option periods) in keeping with the evaluation factors cited herein.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:



Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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-----  
-----

Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic

Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA (ii) Alternate I (MAR 1999) to 52.219-5.

NA (iii) Alternate II to (JUNE 2003) 52.219-5.

XX (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

XX (ii) Alternate I (OCT 1995) of 52.219-6.

NA (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

NA (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

NA (ii) Alternate I (OCT 2001) of 52.219-9.

NA (iii) Alternate II (OCT 2001) of 52.219-9.

XX (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA (ii) Alternate I (JUNE 2003) of 52.219-23.

NA\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX\_\_\_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX\_\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

XX\_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX\_\_\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX\_\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX\_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX\_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

NA\_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

NA\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA\_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

NA\_\_\_ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

NA\_\_\_ (ii) Alternate I (MAY 2002) of 52.225-3.

NA\_\_\_ (iii) Alternate II (MAY 2002) of 52.225-3.

NA\_\_\_ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

NA\_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

NA\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

NA\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

NA\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX\_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

NA\_\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

NA\_\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

XX\_\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

NA\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

NA\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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XX\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this



paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Fixed Price type** contract resulting from this solicitation.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within anytime prior to the contract expiration date.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months.

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a

condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 June 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 June 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **GLORIA CARR, FORT BRAGG DIRECTORATE OF CONTRACTING, BUILDING 1-1333, CORNER OF ARMISTEAD AND MACOMB STREET, FORT BRAGG, NORTH CAROLINA 28310-5000**

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

#### 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

#### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting

Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs.

However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.



(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX \_\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

XX \_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

NA \_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

NA \_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

NA \_\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

NA \_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

NA \_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

NA \_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

NA \_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (\_\_\_\_Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

NA \_\_\_\_ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

NA \_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

NA \_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

NA \_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (\_\_\_\_Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

NA \_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

NA \_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

NA \_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

NA \_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX \_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

XX \_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

NA \_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

NA \_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

#### 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

#### LIST OF EXHIBITS & ATCHMNTS

##### LIST OF TECHNICAL EXHIBITS AND ATTACHMENTS

NUMBER	TITLE	NUMBER OF PAGES
Technical Exhibit 1	List of School Crossing Points	2
Technical Exhibit 2	Proposed Ft Bragg and Pope AFB Schools Calendar	1
Technical Exhibit 3	Map of Fort Bragg	1
Technical Exhibit 4	Contract Data Requirements	3

Technical Exhibit 5	Wage Determination Number 1994-2393	11
Attachment 1	Quality Assurance Surveillance Plan for Fort Bragg and Pope AFB Schools Crossing Attendants	3
Attachment 2	Quality Assurance Surveillance Checklist	1

## SCA Locations

<u>Point #</u>	<u>Location</u>	<u>Manned</u>	<u>Stop Signs</u>	<u>Yield Signs</u>	<u>Extended Hours</u>
1	Normandy & C Street Albritton Pedestrian Bridge		X		
2	No requirement for SCA or signs (Normandy & Honeycutt – staffed by MP)	–	–	–	
3	Honeycutt & Sunchon	X			
4	No requirement for SCA or signs (Bastogne & Avellino at Bike Path)	–	–	–	
5	No requirement for SCA or signs (Alta Villa & Rhine)	–	–	–	
6	Honeycutt & Sicily		X		
7	Bastogne & Normandy	X			
8	No requirement for SCA or signs (Bastogne & West Luzon)	–	–	–	
9	Normandy & Entrance to Murray School	X			
10	South Lucas & Sharp/Holbrook School Entrance	X			
11	No requirement for SCA or signs (Sharp Dr & Holbrook School Entrance)	–	–	–	
12	Knox & Front of Irwin School	X			Yes
13	Knox & Randolph	X			Yes
14	Adams Street at Traffic Circle/Iron Mike	X			
15	No requirement for SCA or signs (obsolete location)	–	–	–	
16	No requirement for SCA or signs (obsolete location)	–	–	–	
17	Knox & Honeycutt	X			Yes
18	Honeycutt & South Lucas	X			
19	Woodruff & Sturgis			X	
20	Macomb & Sturgis	X			
21	No requirement for SCA or signs (Normandy & Hunt)	–	–	–	
22	No requirement for SCA or signs (Honeycutt & Alta Villa)	–	–	–	
23	No requirement for SCA or signs (Groesbeck at Devers School)	–	–	–	
24	Le Ham and Honeycutt	X			
TTL	TOTAL LOCATIONS	11	2	1	3

## Notes

The points designated above as being manned shall be manned with an SCA. Those designated as requiring a Stop Sign or a Yield Sign may be manned or unmanned, at the option of the Contractor.

If unmanned, the Contractor shall mark them with standalone signs of a design acceptable to the Government. The signs shall be designed in such a way as to indicate a location for pedestrian crossing, and shall have a picture of a stop sign (including the word "Stop") or a picture of a yield sign (including the word "Yield"), as applicable, for the location. The signs must be designed and/or weighted to keep them from blowing over. One such sign shall be placed on each of the two sides of each crosswalk or crossing area. Each sign shall be set in place and removed twice each school day, in accordance with the same schedule as if the point were manned. If used, this equipment shall be provided, maintained, and as necessary replaced by the Contractor.

The Government shall not be responsible for any pedestrian, vehicular, weather, or other damage to or loss of any sign.

If electing to use signs for any of the applicable SCPs, the Contractor may at any time, on any given day, use manning instead of signs for those SCPs.

Currently there are no SCPs (either manned or unmanned) located on Pope Air Force Base.

Locations listed above as having "no requirement for SCA or signs" are for reference only. No Contractor performance (SCA, sign, or otherwise) is required at such locations.



Technical Exhibit 2  
SCA Date/Time Schedule for 2003-2004 School Year\*

a. Normal School Days:

Morning Hours = 0710-0830

Afternoon Hours = 1430-1530

Extended Hours = 1530-1630 (Mon-Thu only at Points #12, #13, and #17 only)

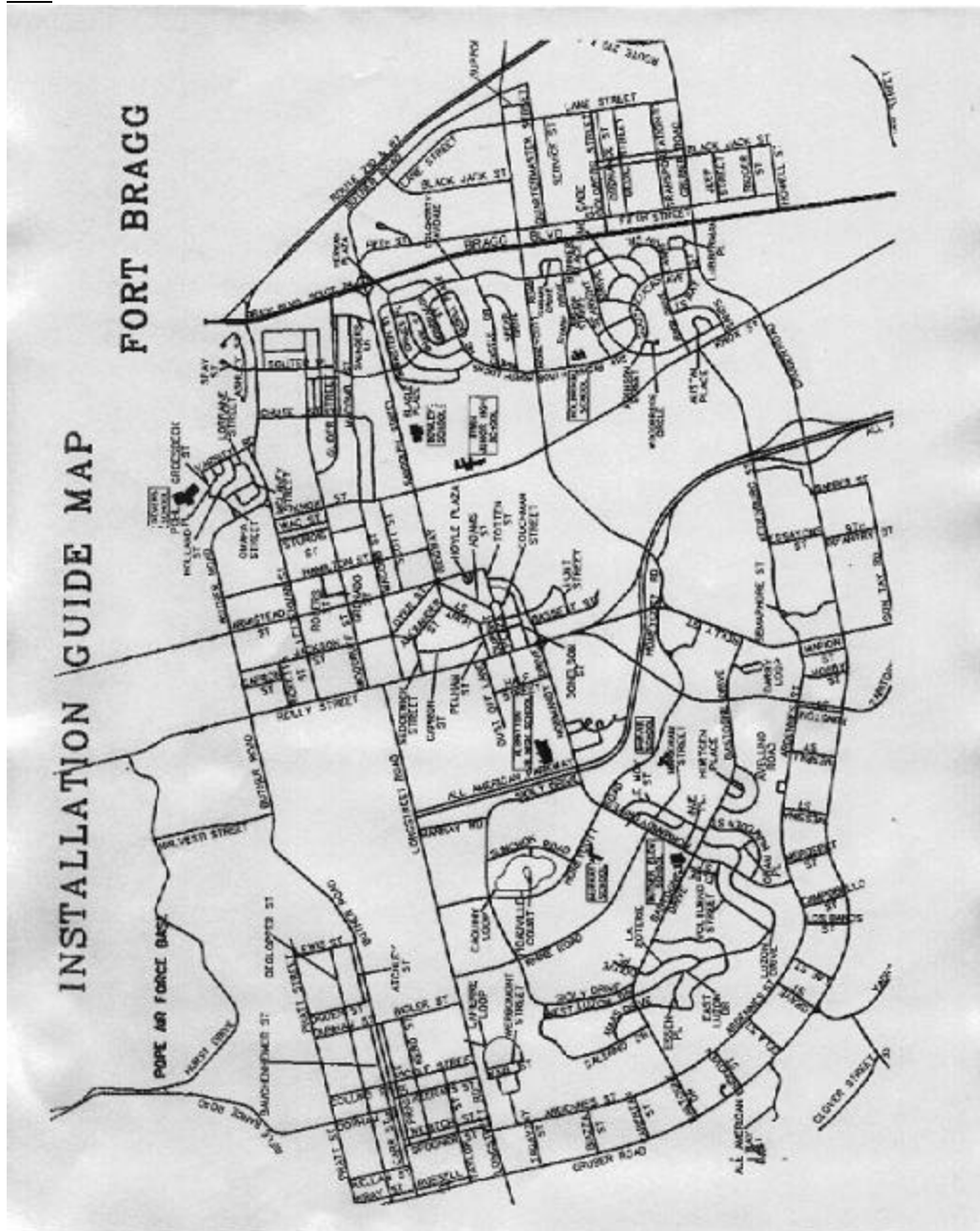
b. Early Release Hours: 1255-1400 (Replace Afternoon Hours Above).

c. School Dates: Daily 6 Aug 03 - 4 Jun 04, except no school currently scheduled on Saturdays, Sundays, or the following dates.

- (a) 6-8 Aug - Non-Student Days
- (b) 1 Sep - Labor Day Holiday
- (c) 13 Oct - Columbus Day Holiday
- (d) 20 Oct - Non-Student Day (Possible Storm Make-Up Day)
- (e) 23-24 Oct - Non-Student Day
- (f) 27 Oct - Non-Student Day
- (g) 11 Nov - Veterans' Day Holiday
- (h) 26-28 Nov - Thanksgiving Holiday and Thanksgiving Break
- (i) 22-31 Dec - Winter Break and Christmas Holiday
- (j) 1-2 Jan - New Year's Day Holiday and Winter Break
- (k) 5 Jan - Non-Student Day
- (l) 16 Jan - Non-Student Day
- (m) 19 Jan - Martin Luther King Holiday
- (n) 23 Jan - Non-Student Day
- (o) 16 Feb - President's Day Holiday
- (p) 19 Mar - Non-Student Day
- (q) 12-16 Apr - Spring Break
- (r) 28 May - Staff Day (Possible Storm Make-Up Day)
- (s) 31 May - Memorial Day Holiday
- (t) 1-4 Jun - Non-Student Days

\*Notes:

1. This schedule is subject to change throughout the school year.
2. Schedules for future school years are expected to be similar, but are subject to variation.



## CONTRACT DATA REQUIREMENTS

THE FOLLOWING INFORMATION IS REQUIRED TO BE SUBMITTED AS NEEDED

### **1. Reference Paragraph C.1.3.3.1.**

Title – Identification of Project Manager and Alternate(s)

Required Information – Current date, effective date, name of Project Manager, telephone number and other means of contacting the Project Manager during normal duty hours and in emergencies, similar information for alternate(s) Project Manager, and the signature of the Contractor or designated representative.

Number of copies required – One (1)

Remarks – Project Manager and Alternate(s) are individuals empowered to act for the Contractor.

Frequency – Prior to contract start date and revised as changes occur.

Distribution – To Contracting Officer or authorized representative. Revisions to be sent to the Contracting Officer or authorized representative prior to the effective date of the change.

### **2. Reference Paragraph C.1.5.1.**

Title: Contractor Quality Control Program

Required Information – Current date, effective date, specific details of the Contractor will ensure all the requirements of this contract are met, signature of the Contractor or designated representative.

Number of copies required – One (1)

Basic version submitted within 10 days of award of contract.

Frequency – Updates/revisions to be submitted as changes occur.

Distribution – To Contracting Officer or authorized representative.

### **3. Reference Paragraph C.1.8.1.**

Title: Contractor Safety Plan

Required Information – Current date, effective date, specific details as to the Contractor's standard procedures for safety, and signature of the Contractor or designated representative.

Number of copies – One (1)

Remarks – Basic version submitted within 10 days of award of contract.

Frequency – Update/revisions submitted as changes occur.

Distribution – To Contracting Officer or authorized representative.

#### **4. Reference Paragraph C.1.8.2.**

Title – Safety Violators Report

Required Information – Current date, date of incident, time of incident, location of incident, license plate number of vehicle, State of license plate, color of vehicle, make, model, number of doors, and any other identifying markings.

Number of copies – One (1)

Frequency – One (1) per incident, immediately following the tour of duty on the same day of occurrence.

Distribution – Provost Marshal Office.

#### **5. Reference Paragraph C.1.8.3.**

Title – Report of Injury

Required Information - Completion of DA Form 1051 plus report in letter form to include, but limited to, current date, date of incident, time of incident, location of incident, specific information about the incident, employee's name, and signature of the Contractor or designated representative.

Number of copies – Two (2)

Frequency – One (1) per incident within 24 hours of occurrence.

Distribution – Two (2) copies per incident through the Contracting Officer or authorized representative to the Safety Officer.

#### **6. Reference Paragraph C.1.8.3.**

Title – Report of Accident

Required Information – Completion of DA Form 285, plus report in letter form including, but not limited to, current date, date of incident, time of incident, location of incident, specific information about the incident, employee's name and signature of the Contractor or designated representative.

Number of copies – Three (3)

Remarks – Technical advice and assistance necessary in accident investigation and reporting may be requested from the Installation Safety Director through the Contracting Officer.

Frequency – When employee is injured on the job and unable to report for work on the next regularly assigned shift, prepare within 24 hours of accident.

Distribution – Three (3) copies per incident through the Contracting Officer or authorized representative to reach the Installation Safety Officer within seven (7) working days.

**7. Reference Paragraph C.1.8.3.**

Title – Report of Third Party Claims

Required Information - Current date, identification of incident in question, date of incident in question, specific information received regarding claim, and signature of Contractor or designated representative.

Number of copies – Three (3)

Frequency – One (1) per incident within 24 hours of occurrence.

Distribution - Three (3) copies per incident to the Contracting Officer or authorized representative.

TE-5

WAGE DETERMINATION NO: 94-2393 REV (25) AREA: NC,FAYETTEVILLE

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH  
DOL\*\*\*

William W.Gross, Director Division of Wage Determinations	WASHINGTON D.C. 20210 Wage Determination No.: 1994-2393 Revision No.: 25 Date Of Last Revision: 05/30/2003
--------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------

States: **North Carolina**, South Carolina

Area: **North Carolina** Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, **Cumberland**, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson.

South Carolina Counties of Dillon, Horry, Marion, Marlboro.

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01011 - Accounting Clerk I	\$ 9.70
01012 - Accounting Clerk II	\$ 11.43
01013 - Accounting Clerk III	\$ 14.00
01014 - Accounting Clerk IV	\$ 15.65
01030 - Court Reporter	\$ 12.58
01050 - Dispatcher, Motor Vehicle	\$ 13.93
01060 - Document Preparation Clerk	\$ 10.02
01070 - Messenger (Courier)	\$ 7.69
01090 - Duplicating Machine Operator	\$ 10.02
01110 - Film/Tape Librarian	\$ 9.51
01115 - General Clerk I	\$ 7.75
01116 - General Clerk II	\$ 8.74
01117 - General Clerk III	\$ 9.53
01118 - General Clerk IV	\$ 10.69
01120 - Housing Referral Assistant	\$ 17.23
01131 - Key Entry Operator I	\$ 9.69
01132 - Key Entry Operator II	\$ 10.55
01191 - Order Clerk I	\$ 9.84
01192 - Order Clerk II	\$ 10.74
01261 - Personnel Assistant (Employment) I	\$ 9.30
01262 - Personnel Assistant (Employment) II	\$ 10.44
01263 - Personnel Assistant (Employment) III	\$ 12.20
01264 - Personnel Assistant (Employment) IV	\$ 15.79
01270 - Production Control Clerk	\$ 13.60
01290 - Rental Clerk	\$ 9.33

01300 - Scheduler, Maintenance	\$ 10.35
01311 - Secretary I	\$ 10.35
01312 - Secretary II	\$ 13.31
01313 - Secretary III	\$ 16.50
01314 - Secretary IV	\$ 18.33
01315 - Secretary V	\$ 20.28
01320 - Service Order Dispatcher	\$ 9.84
01341 - Stenographer I	\$ 8.71
01342 - Stenographer II	\$ 9.79
01400 - Supply Technician	\$ 19.14
01420 - Survey Worker (Interviewer)	\$ 11.57
01460 - Switchboard Operator-Receptionist	\$ 9.08
01510 - Test Examiner	\$ 13.31
01520 - Test Proctor	\$ 13.31
01531 - Travel Clerk I	\$ 9.39
01532 - Travel Clerk II	\$ 10.03
01533 - Travel Clerk III	\$ 10.71
01611 - Word Processor I	\$ 10.02
01612 - Word Processor II	\$ 11.25
01613 - Word Processor III	\$ 13.16
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	\$ 11.89
03041 - Computer Operator I	\$ 12.61
03042 - Computer Operator II	\$ 14.55
03043 - Computer Operator III	\$ 17.66
03044 - Computer Operator IV	\$ 18.22
03045 - Computer Operator V	\$ 20.18
03071 - Computer Programmer I (1)	\$ 14.13
03072 - Computer Programmer II (1)	\$ 17.40
03073 - Computer Programmer III (1)	\$ 20.79
03074 - Computer Programmer IV (1)	\$ 23.68
03101 - Computer Systems Analyst I (1)	\$ 19.95
03102 - Computer Systems Analyst II (1)	\$ 23.88
03103 - Computer Systems Analyst III (1)	\$ 27.62
03160 - Peripheral Equipment Operator	\$ 12.38
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	\$ 17.32
05010 - Automotive Glass Installer	\$ 13.57
05040 - Automotive Worker	\$ 13.57
05070 - Electrician, Automotive	\$ 15.06
05100 - Mobile Equipment Servicer	\$ 12.09
05130 - Motor Equipment Metal Mechanic	\$ 15.06
05160 - Motor Equipment Metal Worker	\$ 13.57

05190 - Motor Vehicle Mechanic	\$ 15.06
05220 - Motor Vehicle Mechanic Helper	\$ 11.33
05250 - Motor Vehicle Upholstery Worker	\$ 13.57
05280 - Motor Vehicle Wrecker	\$ 13.57
05310 - Painter, Automotive	\$ 14.52
05340 - Radiator Repair Specialist	\$ 13.57
05370 - Tire Repairer	\$ 11.68
05400 - Transmission Repair Specialist	\$ 15.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	\$ 8.48
07010 - Baker	\$ 13.08
07041 - Cook I	\$ 11.58
07042 - Cook II	\$ 13.08
07070 - Dishwasher	\$ 8.48
07130 - Meat Cutter	\$ 13.08
07250 - Waiter/Waitress	\$ 9.32
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	\$ 16.24
09040 - Furniture Handler	\$ 10.92
09070 - Furniture Refinisher	\$ 16.24
09100 - Furniture Refinisher Helper	\$ 12.70
09110 - Furniture Repairer, Minor	\$ 14.45
09130 - Upholsterer	\$ 16.24
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	\$ 8.48
11060 - Elevator Operator	\$ 8.48
11090 - Gardener	\$ 11.18
11121 - House Keeping Aid I	\$ 7.58
11122 - House Keeping Aid II	\$ 8.48
11150 - Janitor	\$ 8.48
11210 - Laborer, Grounds Maintenance	\$ 9.32
11240 - Maid or Houseman	\$ 7.58
11270 - Pest Controller	\$ 12.34
11300 - Refuse Collector	\$ 8.48
11330 - Tractor Operator	\$ 10.84
11360 - Window Cleaner	\$ 9.32
12000 - Health Occupations	
12020 - Dental Assistant	\$ 12.09
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.02
12071 - Licensed Practical Nurse I	\$ 10.85
12072 - Licensed Practical Nurse II	\$ 12.18
12073 - Licensed Practical Nurse III	\$ 13.62



12100 - Medical Assistant	\$ 10.13
12130 - Medical Laboratory Technician	\$ 12.40
12160 - Medical Record Clerk	\$ 9.34
12190 - Medical Record Technician	\$ 12.93
12221 - Nursing Assistant I	\$ 8.32
12222 - Nursing Assistant II	\$ 9.35
12223 - Nursing Assistant III	\$ 10.20
12224 - Nursing Assistant IV	\$ 11.47
12250 - Pharmacy Technician	\$ 11.63
12280 - Phlebotomist	\$ 11.71
12311 - Registered Nurse I	\$ 17.15
12312 - Registered Nurse II	\$ 20.97
12313 - Registered Nurse II, Specialist	\$ 20.97
12314 - Registered Nurse III	\$ 25.39
12315 - Registered Nurse III, Anesthetist	\$ 25.39
12316 - Registered Nurse IV	\$ 30.43
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	\$ 18.03
13011 - Exhibits Specialist I	\$ 15.19
13012 - Exhibits Specialist II	\$ 18.39
13013 - Exhibits Specialist III	\$ 22.05
13041 - Illustrator I	\$ 15.19
13042 - Illustrator II	\$ 18.39
13043 - Illustrator III	\$ 22.05
13047 - Librarian	\$ 19.96
13050 - Library Technician	\$ 11.63
13071 - Photographer I	\$ 14.19
13072 - Photographer II	\$ 14.73
13073 - Photographer III	\$ 17.84
13074 - Photographer IV	\$ 21.28
13075 - Photographer V	\$ 25.76
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	\$ 6.59
15030 - Counter Attendant	\$ 6.59
15040 - Dry Cleaner	\$ 8.03
15070 - Finisher, Flatwork, Machine	\$ 6.59
15090 - Presser, Hand	\$ 6.59
15100 - Presser, Machine, Drycleaning	\$ 6.59
15130 - Presser, Machine, Shirts	\$ 6.59
15160 - Presser, Machine, Wearing Apparel, Laundry	\$ 6.59
15190 - Sewing Machine Operator	\$ 8.60
15220 - Tailor	\$ 9.11
15250 - Washer, Machine	\$ 7.09

19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	\$ 17.82
19040 - Tool and Die Maker	\$ 19.55
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	\$ 10.39
21020 - Material Coordinator	\$ 13.34
21030 - Material Expediter	\$ 13.34
21040 - Material Handling Laborer	\$ 8.72
21050 - Order Filler	\$ 9.06
21071 - Forklift Operator	\$ 10.45
21080 - Production Line Worker (Food Processing)	\$ 10.46
21100 - Shipping/Receiving Clerk	\$ 10.04
21130 - Shipping Packer	\$ 10.04
21140 - Store Worker I	\$ 9.35
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	\$ 13.07
21210 - Tools and Parts Attendant	\$ 10.82
21400 - Warehouse Specialist	\$ 10.82
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	\$ 18.81
23040 - Aircraft Mechanic Helper	\$ 13.97
23050 - Aircraft Quality Control Inspector	\$ 19.80
23060 - Aircraft Servicer	\$ 15.90
23070 - Aircraft Worker	\$ 16.87
23100 - Appliance Mechanic	\$ 16.24
23120 - Bicycle Repairer	\$ 13.11
23125 - Cable Splicer	\$ 17.58
23130 - Carpenter, Maintenance	\$ 16.24
23140 - Carpet Layer	\$ 15.34
23160 - Electrician, Maintenance	\$ 19.77
23181 - Electronics Technician, Maintenance I	\$ 18.35
23182 - Electronics Technician, Maintenance II	\$ 20.39
23183 - Electronics Technician, Maintenance III	\$ 21.30
23260 - Fabric Worker	\$ 14.46
23290 - Fire Alarm System Mechanic	\$ 17.10
23310 - Fire Extinguisher Repairer	\$ 13.57
23340 - Fuel Distribution System Mechanic	\$ 17.10
23370 - General Maintenance Worker	\$ 15.34
23400 - Heating, Refrigeration and Air Conditioning Mechanic	\$ 17.10
23430 - Heavy Equipment Mechanic	\$ 17.10
23440 - Heavy Equipment Operator	\$ 14.33
23460 - Instrument Mechanic	\$ 17.10
23470 - Laborer	\$ 9.64
23500 - Locksmith	\$ 16.24

23530 - Machinery Maintenance Mechanic	\$ 16.61
23550 - Machinist, Maintenance	\$ 16.69
23580 - Maintenance Trades Helper	\$ 12.70
23640 - Millwright	\$ 17.10
23700 - Office Appliance Repairer	\$ 16.24
23740 - Painter, Aircraft	\$ 17.86
23760 - Painter, Maintenance	\$ 16.24
23790 - Pipefitter, Maintenance	\$ 17.10
23800 - Plumber, Maintenance	\$ 16.24
23820 - Pneudraulic Systems Mechanic	\$ 17.10
23850 - Rigger	\$ 17.10
23870 - Scale Mechanic	\$ 15.34
23890 - Sheet-Metal Worker, Maintenance	\$ 17.10
23910 - Small Engine Mechanic	\$ 15.34
23930 - Telecommunication Mechanic I	\$ 17.10
23931 - Telecommunication Mechanic II	\$ 18.00
23950 - Telephone Lineman	\$ 17.10
23960 - Welder, Combination, Maintenance	\$ 17.10
23965 - Well Driller	\$ 17.10
23970 - Woodcraft Worker	\$ 17.10
23980 - Woodworker	\$ 13.57
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	\$ 8.94
24580 - Child Care Center Clerk	\$ 11.56
24600 - Chore Aid	\$ 8.55
24630 - Homemaker	\$ 13.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	\$ 18.06
25040 - Sewage Plant Operator	\$ 17.86
25070 - Stationary Engineer	\$ 18.81
25190 - Ventilation Equipment Tender	\$ 12.70
25210 - Water Treatment Plant Operator	\$ 16.24
27000 - Protective Service Occupations	
(not set) - Police Officer	\$ 14.75
27004 - Alarm Monitor	\$ 11.45
27006 - Corrections Officer	\$ 13.20
27010 - Court Security Officer	\$ 13.69
27040 - Detention Officer	\$ 13.20
27070 - Firefighter	\$ 13.52
27101 - Guard I	\$ 8.50
27102 - Guard II	\$ 13.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	\$ 12.85

28020 - Hatch Tender	\$ 12.85
28030 - Line Handler	\$ 12.85
28040 - Stevedore I	\$ 12.16
28050 - Stevedore II	\$ 13.67
29000 - Technical Occupations	
21150 - Graphic Artist	\$ 18.14
29010 - Air Traffic Control Specialist, Center (2)	\$ 29.10
29011 - Air Traffic Control Specialist, Station (2)	\$ 20.07
29012 - Air Traffic Control Specialist, Terminal (2)	\$ 22.09
29023 - Archeological Technician I	\$ 13.54
29024 - Archeological Technician II	\$ 16.17
29025 - Archeological Technician III	\$ 18.39
29030 - Cartographic Technician	\$ 19.10
29035 - Computer Based Training (CBT) Specialist/ Instructor	\$ 22.51
29040 - Civil Engineering Technician	\$ 16.72
29061 - Drafter I	\$ 13.02
29062 - Drafter II	\$ 14.63
29063 - Drafter III	\$ 16.14
29064 - Drafter IV	\$ 18.39
29081 - Engineering Technician I	\$ 13.51
29082 - Engineering Technician II	\$ 15.27
29083 - Engineering Technician III	\$ 17.16
29084 - Engineering Technician IV	\$ 19.84
29085 - Engineering Technician V	\$ 23.62
29086 - Engineering Technician VI	\$ 28.57
29090 - Environmental Technician	\$ 17.75
29100 - Flight Simulator/Instructor (Pilot)	\$ 25.94
29160 - Instructor	\$ 18.88
29210 - Laboratory Technician	\$ 16.91
29240 - Mathematical Technician	\$ 19.54
29361 - Paralegal/Legal Assistant I	\$ 13.88
29362 - Paralegal/Legal Assistant II	\$ 18.34
29363 - Paralegal/Legal Assistant III	\$ 22.43
29364 - Paralegal/Legal Assistant IV	\$ 28.38
29390 - Photooptics Technician	\$ 17.75
29480 - Technical Writer	\$ 23.91
29491 - Unexploded Ordnance (UXO) Technician I	\$ 18.49
29492 - Unexploded Ordnance (UXO) Technician II	\$ 22.37
29493 - Unexploded Ordnance (UXO) Technician III	\$ 26.81
29494 - Unexploded (UXO) Safety Escort	\$ 18.49
29495 - Unexploded (UXO) Sweep Personnel	\$ 18.49
29620 - Weather Observer, Senior (3)	\$ 18.46
29621 - Weather Observer, Combined Upper Air and Surface	\$ 16.56

Programs (3) 16.56

29622 - Weather Observer, Upper Air (3) \$ 16.56  
31000 - Transportation/ Mobile Equipment Operation

Occupations

31030 - Bus Driver	\$ 10.77
31260 - Parking and Lot Attendant	\$ 6.72
31290 - Shuttle Bus Driver	\$ 10.11
31300 - Taxi Driver	\$ 7.80
31361 - Truckdriver, Light Truck	\$ 10.11
31362 - Truckdriver, Medium Truck	\$ 10.77
31363 - Truckdriver, Heavy Truck	\$ 13.07
31364 - Truckdriver, Tractor-Trailer	\$ 13.07
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	\$ 10.07
99030 - Cashier	\$ 7.30
99041 - Carnival Equipment Operator	\$ 10.84
99042 - Carnival Equipment Repairer	\$ 11.58
99043 - Carnival Worker	\$ 8.48
99050 - Desk Clerk	\$ 8.94
99095 - Embalmer	\$ 17.39
99300 - Lifeguard	\$ 9.72
99310 - Mortician	\$ 17.03
99350 - Park Attendant (Aide)	\$ 12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 8.39
99500 - Recreation Specialist	\$ 12.39
99510 - Recycling Worker	\$ 10.84
99610 - Sales Clerk	\$ 9.59
99620 - School Crossing Guard (Crosswalk Attendant)	\$ 8.48
99630 - Sport Official	\$ 8.77
99658 - Survey Party Chief (Chief of Party)	\$ 16.86
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 13.64
99660 - Surveying Aide	\$ 9.96
99690 - Swimming Pool Operator	\$ 14.23
99720 - Vending Machine Attendant	\$ 11.80
99730 - Vending Machine Repairer	\$ 14.23
99740 - Vending Machine Repairer Helper	\$ 11.80

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156) 2)

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### **\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by

writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class (es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. INTRODUCTION. This Quality Assurance Surveillance Plan (QASP) has been designed to provide the Contracting Officer's Representative (COR) with an effective and systematic surveillance method. Thorough documentation of services provided under this contract is essential.

1.1 The QASP is based on the premise that the Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The principal methods of inspection will be customer comments and the QASP Checklist.

1.2 This QASP is not part of the solicitation nor will it be made part of any resulting contract. The Government will provide the Contractor a copy of the QASP as an Attachment to the solicitation. The QASP is provided to the Contractor to enable the Contractor to develop a quality control program that interrelates with the Government's QASP.

1.3 The objective of this QASP is to evaluate how the Contractor is performing. The Government is concerned primarily with the final service the Contractor is providing, and not in the details of how he is doing it.

1.4 This plan has been developed and designed to provide the Government an effective and systematic surveillance method for this service. The plan contains the required documents to enable the Government to conduct a complete audit trail of the actions undertaken in contract surveillance. An auditor or Inspector General (IG) should be able to track from the above items to the Contracting Officer's actions (payment, deductions, or other actions, as necessary).

1.5 The principal methods of inspection to be used to ensure contractor performance of adequate contract services are:

1.5.1 Customer Comments. Customer Comments are a means of documenting certain kinds of service problems, and providing a method by which customers can provide input to the Contractor regarding his performance of the contract. Even the best QA plan will not allow the Government to check every aspect of the Contractor's performance. All comments, deficiencies, and noncompliance are to be submitted to the COR and will be processed by the COR on behalf of the Government.

1.5.2 Quality Assurance Surveillance Plan (QASP) Checklist. The COR is to use the attached QASP Checklist to document Contractor's performance. All deficiencies will be forwarded to the Contracting Officer in accordance with instructions to be provided by IBO-C.

1.5.3 The attached Comment Record is to be completed by the COR, and it is his/her responsibility to resolve all comments brought to his attention. During the crossing period immediately following receipt of a comment, the COR should evaluate the validity of the comment, inform the Contractor of valid comments, and provide feedback to the individual providing the comments within 48 working hours.

1.5.4 All inspection documentation related to contract performance is an integral part of the final contract file, and must be accurately and completely maintained. This documentation will provide an accurate audit trail to ensure Contractor compliance with the terms of the contract and adequate performance.

2. GENERAL



2.1 The Contractor is ultimately responsible for quality, and the Contractor must effectively implement and maintain a plan for quality control in the normal course of business. The Contractor's normal business practices for quality control are assumed to be adequate for management of this contract.

2.2 The Government QA does not propose to duplicate the QC Plan of the Contractor. The Government QA actions serve the purpose of verifying that the Contractor is providing services in accordance with the terms of the contract.

3. The Government will have one or more CORs on this contract who will be responsible for surveillance of the contract. The COR is to be objective, fair, and consistent in evaluating contracting performance against the standards. The Contractor shall cooperate fully with designated Government Representatives, to include the Contract Administrator, or other personnel designated by the Contracting Officer to assist in the administration of the contract.

4. Quality Assurance will be conducted as required, under the terms of the Inspection of Services clause of the Federal Acquisition Regulation and the contract. There are many other methods of evaluation which may be used by the Government. The Government retains the right to change surveillance methodology and QA procedures or increase the degree of surveillance efforts necessary to assure contract performance.

4.1 The COR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract, and forwarded to the Contracting Officer at termination or completion of the contract or as specified by the Contracting Officer.

5. Failure by the Contractor to satisfactorily complete all or any part of a line item identified in Section B of the contract will result in nonpayment by the Government. The penalty imposed on the Contractor will be the hourly wage, to include benefits, of the individual required to perform as a School Crosswalk Attendant, times the number of hours (with a minimum of one hour per deficiency, with fractional hours rounded up to the next whole hour) the individual is required to perform as such for the affected crossing period. The amount would vary, based upon who is required to provide coverage, and the length of time coverage is needed. The Contractor is strongly cautioned that multiple deficiencies may result in substantial penalties. Examples are shown below. In the case of failure to provide signage in accordance with the terms of the contract, the penalty imposed on the Contractor will be the hourly wage, to include benefits, of the highest paid employee on the contract, times the number of hours (with a minimum of one hour per deficiency, with fractional hours rounded up to the next whole hour). In addition, failure of the Contractor to telephone the MP Desk not later than each specified starting time and verify to the Desk that all SCAs and signs are in place will result in an additional \$250 penalty. The following examples use regular Morning Hours of 0710-0830. It also assumes an hourly wage (including benefits) of \$10 simply for ease of illustration; the actual hourly wage (including benefits) may be more or less.

Example #1: The SCA at one SCP fails to have a whistle. Penalty: \$20. Explanation: A \$10 penalty is assessed for failure to be properly equipped the first hour (0710-0810), and an additional \$10 penalty is assessed for failure to be properly equipped for the fractional second hour (0810-0830).  $\$10 + \$10 = \$20$ . (Note that failure to have the whistle later in the day during the afternoon crossing period would subject the Contractor to an additional penalty, for that crossing period.)

Example #2: The SCA at one SCP fails to have a whistle and a stop paddle. Penalty: \$40. Explanation: The concept described in Example #1 above applies, except now there are two deficiencies.  $2 * \$20 = \$40$ .

Example #3: Same as Example #1 above, except that the Project Manager or other individual brings a whistle to the SCA at 0730 hours. Penalty: \$10. Explanation: A \$10 penalty is assessed for failure to be properly equipped for a portion of the first hour.

Example #4: The SCAs at three SCPs fail to have a whistle during the crossing period. Penalty: \$60. Explanation: This is similar to Example #1 above, except that a \$20 penalty is assessed against each of the three deficient SCAs.  $2 * \$10 * 3 = \$60$ .

Example #5: An SCA is not at an SCP at 0710, but comes to the SCP at 0720. Penalty: \$260. Explanation: There is a \$10 penalty for failure to be at an SCP on time (even though it is a fractional hour). In addition, there is a \$250 penalty since the Contractor would be unable to timely notify the Desk that all SCAs and signs are in place.  $\$10 + \$250 = \$260$ .

Example #6: Same as Example #2 above, except that in addition, the SCA is observed to fail to properly escort the children (C.5.1.12) on three occasions. Penalty: \$70. Explanation: There is a \$40 penalty as explained for the deficiencies in Example #2. In addition, there is a \$30 ( $3 * \$10$ ) for three instances of failing to properly escort the children.  $\$40 + \$30 = \$70$ .

# QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) CHECKLIST

Signage (If SCA is used, use bottom section instead of this section for applicable SCPs)								and/or Additional Sheets Attached			
General Information			Checkpoints								
SCP #	Time	No Defic	On Time TE 1	Right Xmt TE 2	Prop Post TE 1	Swc-able TE 1	Re-move TE 1	Remarks			
1 Normandy/C Bridge				(R)							
6 Honeycut/Slocity				(R)							
19 Woodruff/Surgis				(R)							

		( ) Yes	( ) No	( ) Yes		( ) No
Failure to control Desk NLT start time	C.1.1.13			Damage to Government Property	C.1.8.4	
Problem with delayed substantially damaged	C.1.1.11			Failure to submit accident report timely	C.1.8.3	
Training Issue	C.1.3.8			Contractor unavailable immediately when contact is attempted	C.1.4.1	
Lost and Found Issue	C.1.7			Other (Specify):		
COR Observer Signature						

A	B	C	General			Aids and Equipment						Procedures and Operations												X	
			D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W			
SCP #	Time	No Defc	On Time C.1.1.3	Prop Post C.1.2.3	Gen Aids C.1.3.2	Stop Paddle C.1.3.3	Whistle C.1.3.4	Ref Vest C.1.3.5	Rain-coat C.1.3.6	Rain-hat C.1.3.7	Comm Dev C.1.3.8	Child's Stand C.1.1.4	Signal C.1.1.5	T/c Halted C.1.1.6	Disp Paddle C.1.1.7	Escort C.1.1.8	No Child C.1.1.9	Rept Ongr C.1.1.10	Rept Assting C.1.1.11	Lan- guage C.1.3.5	Drug/ Alcohol C.1.3.6	No Childs C.1.3.7	Remarks (If required, continue on reverse and/or attach additional sheets)		
3 Honeycut/Surichen																									
7 Barlogne/Normandy																									
9 Normandy/Murray St																									
10 S. Lucas/Shop																									
12 Knox/Inlet School																									
13 Knox/Randolph																									
14 Adams/Tic Circle																									
17 Knox/Honeycut																									
18 Honeycut/S. Lucas																									
20 Macomb/Surgis																									
24 Le Ham/Honeycut																									
---																									

Circle SCPs to be checked; use top left section for signage, bottom for SCAs. Enter timelapse observations. If deficiencies noted, "N" or "X" appropriate column(s); if no deficiencies, "N" or "X" "No Defic" column. If multiple instances of a deficiency are noted (such as two or more failures to escort children across street), provide details in "Remarks" column. Complete the summary information in the top right section (each cell in that section bounded by heavy dark borders must have an entry). Notify IRO-C if deficiencies are noted. Retain this sheet in COR file.

05 Nov 05 Version

